

This Professional Service Provider Agreement ("Agreement"), entered into on December 5, 2012 by and between Rutgers, The State University of New Jersey ("Rutgers") and Parker Executive Search ("Service Provider").

Scope of Services

Service Provider agrees to perform the services described in Exhibit A, Engagement Letter ("Services").

Payment

Conditioned upon Service Provider's performance of the Services in accordance with this Agreement, Rutgers will pay Service Provider the amounts defined in Exhibit A as the Fees. The Fees specified in Exhibit A represent Rutgers' total financial commitment to Service Provider for all Services and deliverables, applicable taxes, and other obligations under this Agreement. Rutgers is not subject to any sales or use taxes and such taxes will not be included in the Fees charged by Service Provider. Service Provider will provide invoices directly to the Project Director identified in Exhibit A. Undisputed invoices will be paid within 30 days of receipt of invoice to the Service Provider.

Term

The term of this Agreement is from January 16, 2013 to conclusion of the search for a Director, Institute for Health, Health Care Policy and Aging Research, unless otherwise terminated by the parties. Services may not begin nor payment authorized prior to execution of this Agreement by an authorized signatory in Rutgers University Procurement Services. This agreement may be extended for up to two years from the commencement date by mutually executed scope(s) or work that will be incorporated herein.

Termination

Either party may terminate this agreement upon 30 days written notification to the other party. If Rutgers terminates the Agreement the retainer will be payable as outlined in Exhibit A.

In the event of any termination, or at any time upon Rutgers' request, Service Provider will: (i) immediately return to Rutgers any Rutgers proprietary materials and information in Service Provider's possession or control, including, without limitation all Rutgers Confidential Information and any deliverables then under development; and (ii) at Rutgers' request, cooperate with Rutgers in the transition of the work performed under this Agreement to Rutgers or its designee.

Any provisions of this Agreement (including, but not limited to, confidentiality and indemnity obligations) that by their nature extend beyond termination will remain in effect in accordance with their terms.

Performance of Services

Service Provider will perform the Services in a timely. The parties agree that "time is of the essence" with respect to Service Provider's performance.

Service Provider will assign qualified and experienced personnel to perform the Services. Where Exhibit A identifies specific Service Provider personnel, these individuals will remain assigned to provide the Services throughout the term of this Agreement, in accordance with their roles and responsibilities identified in Exhibit A, unless otherwise approved in writing by Rutgers. These individuals will remain assigned to provide the Services throughout the term of this Agreement, unless otherwise approved in writing by Rutgers. If Rutgers objects to the manner of performance of any Service Provider personnel (including any third party contractors or agents of Service Provider), Service Provider will promptly take all necessary actions to rectify the objections, including, if requested by Rutgers, the prompt removal of the individual from the provision of Services to Rutgers. If it becomes necessary to replace any personnel, Service Provider will provide as a replacement a person with equivalent or better qualifications, as approved by Rutgers (such approval not to be unreasonably withheld).

Service Provider will provide timely and complete status and other reasonable reports to the Rutgers Project Director. Status reports will identify anticipated or actual project delays or issues in reasonable detail. If Service Provider believes that Rutgers is failing to perform any activity or obligation that will delay or interfere with Service Provider's performance of this Agreement, Service Provider will promptly, notify the Rutgers Project Director in writing, and will cooperate with Rutgers efforts to resolve the matter. Rutgers' failure to perform any activity or obligation will not

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excuse Service Provider's delay or nonperformance, unless Service Provider provides timely notice to Rutgers in accordance with this Agreement.

Service Provider will perform the Services in accordance with all applicable laws, rules and regulations, including equal employment opportunity and import and export control laws and regulations. If Services are funded through a government grant or contract, Service Provider will comply with all laws, regulations, standards, and rules applicable to such grant or contract, as if they were fully set forth in this Agreement.

Indemnification

Service Provider will indemnify, hold harmless and defend Rutgers, its governors, officers, faculty, students, agents, and employees against any and all damages, suits, actions, claims, liabilities, losses, judgments, costs and expenses arising out of or relating to (i) any personal or bodily injury (including death) or property damage caused by Service Provider's negligent, willful, or unlawful acts or omissions or breach of this Agreement, (ii) breach of Service Provider's confidentiality obligations, or (iii) an infringement or misappropriation of any third party intellectual property or proprietary rights (including, without limitation, trademark, trade secret, copyright or patent) by the Services or Work Product.

Insurance

Service Provider agrees to carry, at its own cost and expense, the insurance policies described herein and submit to Rutgers at execution of this engagement, evidence thereof in the form of current certificates of insurance certifying all coverage. All policies and certificates of insurance, except workers compensation, shall be endorsed to name Rutgers as an additional insured and provide for the insurer's waiver of subrogation in favor of Rutgers and such coverage shall be deemed as primary coverage irrespective of any insurance maintained by Rutgers. All certificates shall contain the provision that the insurance shall not be cancelled for any reason, except after thirty (30) days written notice. The following insurance coverage is the minimum required which shall be primary coverage and shall not relieve the Service Provider of any liability where liability for injury, death, and property damage is greater than the insurance coverage for bodily injury, death or property damage to third parties:

(1) Commercial General Liability Insurance Coverage – for bodily injury, death or property damage to third parties. The policy shall provide minimum coverage of \$1,000,000.00 combined single limit per occurrence and in the aggregate. This policy shall be endorsed to name the Rutgers as an additional insured and such coverage shall be deemed as primary coverage irrespective of any insurance maintained by Rutgers.

(2) Worker's Compensation and Employer's Liability Insurance which provides statutory coverage in accordance with the Worker's Compensation Laws of the State of New Jersey and Employer's Liability coverage with limits of not less than:

\$1,000,000 each employee for Bodily Injury by Accident
\$1,000,000 each employee for Bodily Injury by Disease
\$1,000,000 Bodily Injury by Disease policy limit

(3) Business Automobile Liability insurance covering all owned, non-owned and hired vehicles with a combined single limit of \$1,000,000 each accident and in the aggregate

Failure to maintain insurance coverage throughout the life of the contract, consistent with the provisions of this Section, shall be considered a breach of contract.

Warranties

Rutgers and Service Provider hereby represent and warrant that (i) each party has the legal capacity to execute and perform this Agreement; and (ii) that this Agreement is not fully executed until the issuance of a Rutgers Purchase Order to Service Provider.

Service Provider represents and warrants (i) that it is not debarred, suspended, proposed for debarment, declared ineligible; (ii) that the execution and performance of this Agreement by Service Provider does not, and will not, violate or conflict with the terms of any existing agreement or understanding to which Service Provider is a party; (iii) that the execution and performance of this Agreement by Service Provider does not, and will not, violate or conflict with any **THIS AGREEMENT IS NOT LEGALLY BINDING UPON RUTGERS UNLESS OR UNTIL IT IS EXECUTED BY AN AUTHORIZED SIGNATORY IN RUTGERS UNIVERSITY PROCUREMENT SERVICES. NO OTHER APPROVAL OR AUTHORIZATION WILL BE HONORED BY RUTGERS FOR PERFORMANCE OF OR PAYMENT FOR SERVICES BY THE PROFESSIONAL SERVICE PROVIDER.**

law, rule, regulation, judgment or order of any court or other adjudicative entity binding on Service Provider; (iv) that Service Provider knows of no reason why Service Provider is in any way (physically, legally or otherwise) precluded from performing the obligations under this Agreement in accordance with its terms; and (v) that it does not have any non-disclosure, confidentiality, non-competition or other similar obligations to any current or former employer or any other person or entity, concerning proprietary, secret or confidential information used in this Agreement

Service Provider shall not disclose to Rutgers or induce Rutgers to use any proprietary, secret or confidential information or material belonging to others, including any current or former employers or persons with whom Service Provider has had a consulting arrangement.

In addition, Service Provider warrants that it will perform the Services (i) in a diligent and highly professional manner, (ii) in accordance with applicable law; and (iii) through experienced individuals qualified to perform the Services. Service Provider will obtain all required governmental and third-party licenses, approvals, and permits appropriate for the provision of Services and deliverables.

Further, Service Provider warrants that all deliverables will be developed in accordance with the quality standards of the applicable industry, and will meet in all respects the requirements set forth in Exhibit A. Service Provider further warrants that the Services and deliverables will not infringe or misappropriate the rights of any third party, and that Service Provider has all power and authority to convey ownership of the Services and deliverables to Rutgers in accordance with this Agreement.

Service Provider warrants that there exists no actual, potential or appearance of conflict between Service Provider and Rutgers. Furthermore, Service Provider represents that it has not offered (and will not offer during the term of this Agreement) any compensation, reward, gift, favor, service, outside employment, reimbursement of expenses, loan, ownership interest, or anything else of value, to any officer, employee, or faculty member of Rutgers as an inducement to enter into or renew this Agreement. Service Provider will notify Rutgers in writing of any change in conditions that might give the appearance of a conflict of interest.

Remedies

Service Provider acknowledges that Rutgers will be irreparably harmed if Service Provider's obligations hereunder are not specifically enforced and that Rutgers would not have an adequate remedy at law in the event of an actual or threatened violation by Service Provider of its obligations hereunder. Therefore, Service Provider agrees and consents that Rutgers shall be entitled to an injunction, including preliminary, or any appropriate decree of specific performance for any actual or threatened violation or breaches by Service Provider or any agent of Service Provider, without the posting of any bond, and such other relief as may be just and proper, including the right to recover all losses or damages suffered by Rutgers resulting from any such breach or threatened breach. Service Provider further agrees that, in such event, Service Provider shall reimburse Rutgers for its attorneys' fees and costs. In the event Rutgers applies to seal any papers produced or filed in any judicial proceedings to preserve confidentiality, Service Provider specifically agrees not to oppose such application and to use its best efforts to join such application.

Relationship of the Parties

Service Provider is an independent contractor, and nothing in this Agreement constitutes the parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking, or allow either party to create or assume any obligation on behalf of the other party for any purpose whatsoever.

Furthermore, Service Provider and its employees or agents, are not, and shall not be considered, employees of Rutgers. Service Provider acknowledges full responsibility for compliance with all Federal, State, and City tax regulations regarding taxes that may accrue for the Services, including expenses, if any, paid to Service Provider as a result of services rendered to Rutgers. Further, Rutgers will not provide any medical, health, insurance or similar plans or workers' compensation or any other benefit whatsoever to Service Provider, its agents or employees.

Service Provider has no actual authority, nor shall the Service Provider give the impression of having apparent authority, to bind or represent Rutgers with regard to any third parties.

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Confidential Information

Service Provider will treat as confidential all data, records, accounts, and other information regarding Rutgers and its affiliates that become known to Service Provider or is generated by Service Provider through its activities hereunder, including information regarding Rutgers and its affiliates' operations, policies, procedures, faculty, employees, students, information technology systems, and financial information and plans ("Rutgers Confidential Information"). Rutgers Confidential Information includes the Services and deliverables. Service Provider's confidentiality obligations include establishing and maintaining appropriate safeguards, procedures, and systems to avoid the unauthorized destruction, loss, alteration, access to, or disclosure of any Rutgers Confidential Information, in accordance with the standards of the applicable industry and as otherwise required by applicable law.

Rutgers will treat as confidential all of Service Provider's proprietary methodologies, software and materials that Service Provider provides to Rutgers hereunder and which are marked "Confidential" or "Proprietary" ("Service Provider Confidential Information"). In no event will Service Provider Confidential Information be deemed to include any Rutgers Confidential Information. Notwithstanding the foregoing, the parties recognize that Rutgers, as an instrumentality of the State of New Jersey, may be subject to requests under the New Jersey Open Public Records Act (OPRA).

During and after the term of this Agreement, neither party will use nor disclose the other party's Confidential Information, except for the purpose of providing, receiving or using the Services in accordance with this Agreement, or as may be required by law, regulation or court order. Service Provider will obtain from all subcontractors and agents authorized to perform the Services under this Agreement a signed written statement agreeing to the confidentiality provisions herein.

The obligations of confidentiality under this Section do not apply to any information to the extent it: (i) was known to the receiving party prior to such party's receipt of or access to that information under this Agreement, (ii) was or becomes a matter of public information or publicly available through no act or failure to act on the part of the receiving party, (iii) is acquired from a third party entitled to disclose the information without obligation of confidentiality, or (iv) is developed independently and without use of the disclosing party's Confidential Information.

Use of Name

Service Provider will not use the name, insignia, or symbols of Rutgers, its faculties or departments, or any variations or combination thereof, or the name of any governors, faculty member, other employee, or student of Rutgers for any purpose whatsoever without Rutgers' prior written consent.

Access to Records

Rutgers shall have full access to records, including, but not limited to financial records, in connection with this Agreement. All financial records must be maintained separately from all other accounts and shall be subject to audit by Rutgers at any time.

Notices

All progress reports to be delivered to the Rutgers Project Director as outlined in Exhibit A.

All other written notices regarding this Agreement shall be addressed to the Authorized Purchasing Buyer at Rutgers and addressed as follows:

Rutgers, The State University of New Jersey
University Procurement Services
3 Rutgers Plaza, 2nd Fl.
New Brunswick, NJ 08901
(848) 932-4375
(732) 932-4390 (FAX)

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All written notices to be delivered to Service Provider shall be addressed to:

Parker Executive Search
Attn: Laurie Wilder
Five Concourse Parkway
Suite 2900
Atlanta, GA 30328

Either party may change its addressee or other information by providing written notice thereof to the other party.

Miscellaneous Terms and Conditions

Parker Executive Search agrees that, during its engagement by Rutgers and for a period of twelve (12) months thereafter, it will not and will not attempt to, directly or indirectly, influence, solicit or canvass, any employee of Rutgers, to work for Parker Executive Search.

Service Provider, during the period of this Agreement, shall not, without prior written consent of Rutgers, enter into any arrangement that will conflict with the task undertaken pursuant to this Agreement.

Service Provider shall not assign, delegate or subcontract any of the work or services covered by this Agreement, nor shall any interest in this Agreement be assigned or transferred, without prior written approval of Rutgers.

This Agreement shall be construed in accordance with the laws of the state of New Jersey. The parties agree that any and all disputes arising out of this Agreement shall be filed and heard in the New Jersey Superior Court, Middlesex County or the United States District Court for the District of New Jersey, and the parties hereto consent to the jurisdiction of said courts.

This Agreement shall not confer any rights or remedies upon any third-party other than the parties to this Agreement and their respective successors and permitted assigns.

If any provision of this Agreement shall be determined to be void, invalid, unenforceable or illegal for any reason, it shall be ineffective only to the extent of such prohibition and the validity and enforceability of all the remaining provisions shall not be affected thereby.

The failure of either party to exercise any of its rights under this agreement for a breach thereof shall not be deemed to be a waiver of such rights, nor shall the same be deemed to be a waiver of any subsequent breach, either of the same provision or otherwise.

This Agreement constitutes the entire understanding between Rutgers and Service Provider. This Agreement shall not be binding unless executed in writing by Rutgers and Service Provider and accompanied by the issuance of a Rutgers Purchase Order. Any amendment must be made in writing, signed by both parties, and evidenced with the issuance of a Change Order. Any variance from or addition to the terms and conditions of this Agreement in any present or future invoice or other document delivered by Service Provider will be void and of no effect unless agreed to in writing by an authorized representative of Rutgers.

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Acceptance by Service Provider of the Terms of this Service Provider Agreement and Agreement to Perform Such Services if authorized by Purchasing:

SERVICE PROVIDER:



Name: Laurie Wilder

Title: Executive Vice President & Managing Director

Date: January 17, 2013

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Acknowledgment of Project Director and Dean, director or Vice President that the Project Director is requesting University Procurement Services to authorize performance of these services under the terms and conditions of this Service Provider Agreement:

PROJECT DIRECTOR:




Name: Karen R. S. [unclear]

Title: Vice Pres. Academic Affairs & Administration

Date: 1/23/13

DEAN, VICE PRESIDENT, OR DIRECTOR:



Name: [unclear] - Executive

Title: Exec. Vice Pres. Academic Affairs

Date: 1/23/13

Approval of Service Provider Agreement and authorization to Service Provider to commence work;

UNIVERSITY PROCUREMENT SERVICES:



Name: Executive Director, University Procurement Services

Title: Natalie A. Horowitz

Date: 1/29/13

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April 8, 2013

PERSONAL & CONFIDENTIAL

Ms. Natalie Horowitz
Executive Director
University Procurement Services
Rutgers University
ASB III, 2nd Floor
3 Rutgers Plaza
New Brunswick, NJ 08901-8559

Dear Natalie:

It would be our pleasure to have the opportunity to work with you and represent Rutgers University in the search for your next Director of Athletics. We will work closely with you in identifying, recruiting, and assessing candidates for your consideration. We will use the information and objectives provided by you to assist in recruiting a qualified panel of candidates. Dan Parker will personally lead this search with support from Laurie Wilder, Executive Vice President and Daniel Parker, Vice President for Sports.

SCOPE OF WORK

Our search consulting services are designed to assist the client in defining positions, providing market place information, identifying and assisting the client in recruiting and selecting well qualified candidates through a comprehensive search process.

- **Understand the purposes and goals of Rutgers University's department of athletics.**
Parker Executive Search will visit with the University, its leadership, and those involved in the search in order to gain an understanding of the history, structure, and operations of the department.
- **The search firm will assist and advise the University on appropriate advertising venues, which may include, but are not limited to: *The Chronicle of Higher Education, Diverse Issues in Higher Education, NACWAA, and the NCAA News Online.*** Our recommendation is to advertise in the *NCAA News Online* only. We will place the advertisements on the University's behalf. The announcement will also be placed on both the University's website and Parker Executive Search's website.
- **Original research and candidate identification will continue throughout the search process.** The search firm uses both original research, as well as a careful review of the database, complimented by advertising to identify and recruit qualified candidates to compare and evaluate against the position specification and each other.

- **An assessment will continue throughout the search process.** The search firm will obtain an understanding of accomplishments, capabilities, strengths and weaknesses, and potential for success for each candidate through background review, telephone screenings, and, in some instances, personal interviews.
- **The search firm will advise and facilitate the process.** The search firm recommends candidates who are qualified and meet the specifications for the position, but the search firm does not have a vote in the final selection process.
- **The search firm's role in interview scheduling.** The search firm will make all arrangements and schedule candidates for interviews with the representatives of the University, with their approval.
 - Consult with representatives of the University on determining dates and location for interviews.
 - Make all meeting arrangements with hotel/meeting venue, including room reservations for University representatives and candidates.
 - Schedule interview time and date with each candidate.
 - Assist candidates with air and/or ground travel arrangements.
 - Schedule or assist in scheduling additional interviews for final candidates.
- **The search firm will assist with preparing for interviews, to include:** Appropriate questions and advising the University representatives on appropriate interviewing techniques, as requested.
- **The search firm will work with the University in all candidate follow ups including recruiting the preferred candidate.** The firm will be involved in working with the client in concluding the search process, including salary and benefit negotiations, when appropriate. Parker Executive Search encourages the use of a memorandum of understanding with the final candidates and will work with the President to draft the document. In addition, the firm will continue to work with the successful candidate and maintain a close contact, including quarterly telephone conversations to ensure a smooth transition.
- **Candidate notification.** We will contact all candidates who have expressed an interest in the search as to the outcome of the search process and selection.
- **Conduct background investigations on final candidates.**
 - Obtain written permission from each candidate to conduct background investigations.
 - Conduct criminal, credit, and motor vehicle investigations.
 - Confirm candidates' degrees.
 - Conduct a NCAA sanctions review for past major infractions.
 - Conduct media reviews for potentially controversial areas of concern.
 - Have candidates sign a statement of accuracy of vita and/or bio.
 - Reference checking for each candidate.

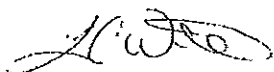
- **Conduct reference checks on final candidates.** We speak directly with individuals who are in positions to evaluate the candidate's performance in recent years, references that will include both those supplied by the individual, as well as additional reference contacts. We also encourage the President and other administrators to make reference calls at the appropriate time.
- **Ensure qualified candidates.** Our search process is inclusive, not exclusive. All candidates expressing an interest will be given complete consideration.

Our standard fee for a Division I Director of Athletics Search is \$90,000. Due to our ongoing business engagements, we are prepared to represent Rutgers University in this search for a set fee of \$70,000, which will include PES's out of pocket expenses. The fee will be invoiced in two equal retainers of \$35,000. The first invoice will be billed immediately after the initial meeting and the second invoice will be billed 30 days thereafter or upon the hiring of the successful candidate, whichever comes first. Advertising, University interview and travel expenses, and candidate travel expenses will be invoiced separately to Rutgers University along with the appropriate documentation.

This engagement letter is governed by the terms and conditions of the Professional Service Provider Agreement dated December 5, 2012 and attached as Exhibit C. This engagement will commence April 8, 2013 to conclusion of the search for an Athletic Director, unless otherwise terminated by the parties. All other terms and conditions of the Professional Service Provider Agreement dated December 5, 2012 will remain in full force and effect.

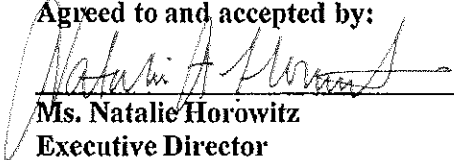
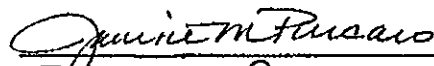
Natalie, if you are in agreement with our letter of understanding, please sign and return it to us for our files. We appreciate the opportunity to work with and assist you and Rutgers University in identifying a quality pool of candidates for your consideration.

Best regards,



Laurie C. Wilder
Executive Vice President & Managing Director

Agreed to and accepted by:


Ms. Natalie Horowitz
Executive Director
Rutgers University
JANINE M. PURCARIO
CHIEF FINANCIAL OFFICER - ATHLETICS

Date: 4/10/13

Parker Executive Search accepts, without reservation, the principles of equal opportunity in employment. Parker Executive Search does not discriminate on the basis of gender, disability, race, age, color, sexual orientation, political affiliation, marital status, national origin, or religion.